

**AMENDMENT NO. 1
TO THE
AGREEMENT FOR DEVELOPMENT SUPPORT SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
CHRISTIANSEN & COMPANY**

In accordance with the “Agreement for Development Support Services” dated June 28, 2023, (“Agreement”), by and between the City of Cathedral City, a municipal corporation (“City”) and Christiansen & Company, a California corporation (“Consultant”), and in accordance with Section 27 of the Agreement, entitled, “Amendments”, this Amendment Number No. 1 to the Agreement is made and entered into this 26th day of June 2024, (“Effective Date”).

RECITALS

A. Consultant currently provides the City with development support services.

B. City desires to amend the Agreement as per Section 1, to: extend the term of the Agreement one (1) year with an option to extend the Agreement for an additional two (2) years. The option for extension will be provided in one (1) year increments, commencing on the Effective Date.

C. Section 13. Unauthorized Aliens and Section 34. Electronic Signature have been added to the City’s standard agreements. This amendment will include Section 3. Unauthorized Aliens and Section 4. Electronic Signature.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

Section 1. The agreement termination date as set forth in the Agreement is hereby amended such that it shall expire at the end of business day on June 26, 2025.

Section 2. Except as specifically amended by this Amendment No. 1, the remaining terms of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

Section 3. Unauthorized Aliens

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such

liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

Section 4. Electronic Signature The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

SUMMARY:

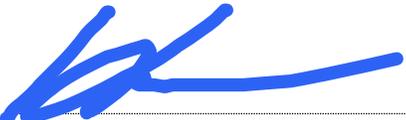
Amendment No. 1 extends the contract end date to June 26, 2025, and updates the Agreement to the City's standard agreement for services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 1 to be executed as of the date first written above.

CITY OF CATHEDRAL CITY

Christiansen & Company

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By: Charles P. McClendon
City Manager


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By: Keith Christiansen

ATTEST:

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By: Tracey R. Hermosillo, CMC
City Clerk

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By:

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By: Eric S. Vail
City Attorney